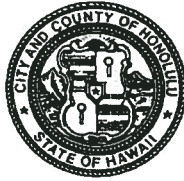


DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11TH FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8480 • Fax: (808) 768-4567
Web site: www.honolulu.gov

KIRK CALDWELL
MAYOR



CHRIS T. TAKASHIGE, P.E., CCM
DIRECTOR

MARK YONAMINE, P.E.
DEPUTY DIRECTOR

LA 14-393.JU

April 3, 2014

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Martin and Councilmembers:

SUBJECT: Mililani Technology Park Subdivision, Phase I-C

We request your consideration of the ensuing dedication documents conveying a roadway and easement for public use in Waipio. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also, accompanying this letter is a map showing the roadway and easement to be dedicated and copies of the documents conveying the roadway and easement.

- (1) Deed conveying roadway Lot 14250.

As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant document be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances. We also recommend that the Mayor be authorized to execute the grant on behalf of the City and County of Honolulu.

- (1) Grant of Flowage Easement 4971.

RECEIVED
CITY CLERK
C & C OF HONOLULU
2014 APR -7 AM 9:57

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
April 3, 2014
Page 2

Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

Respectfully,


Chris T. Vakashige, P.E., CCM
Director

CTT:ju

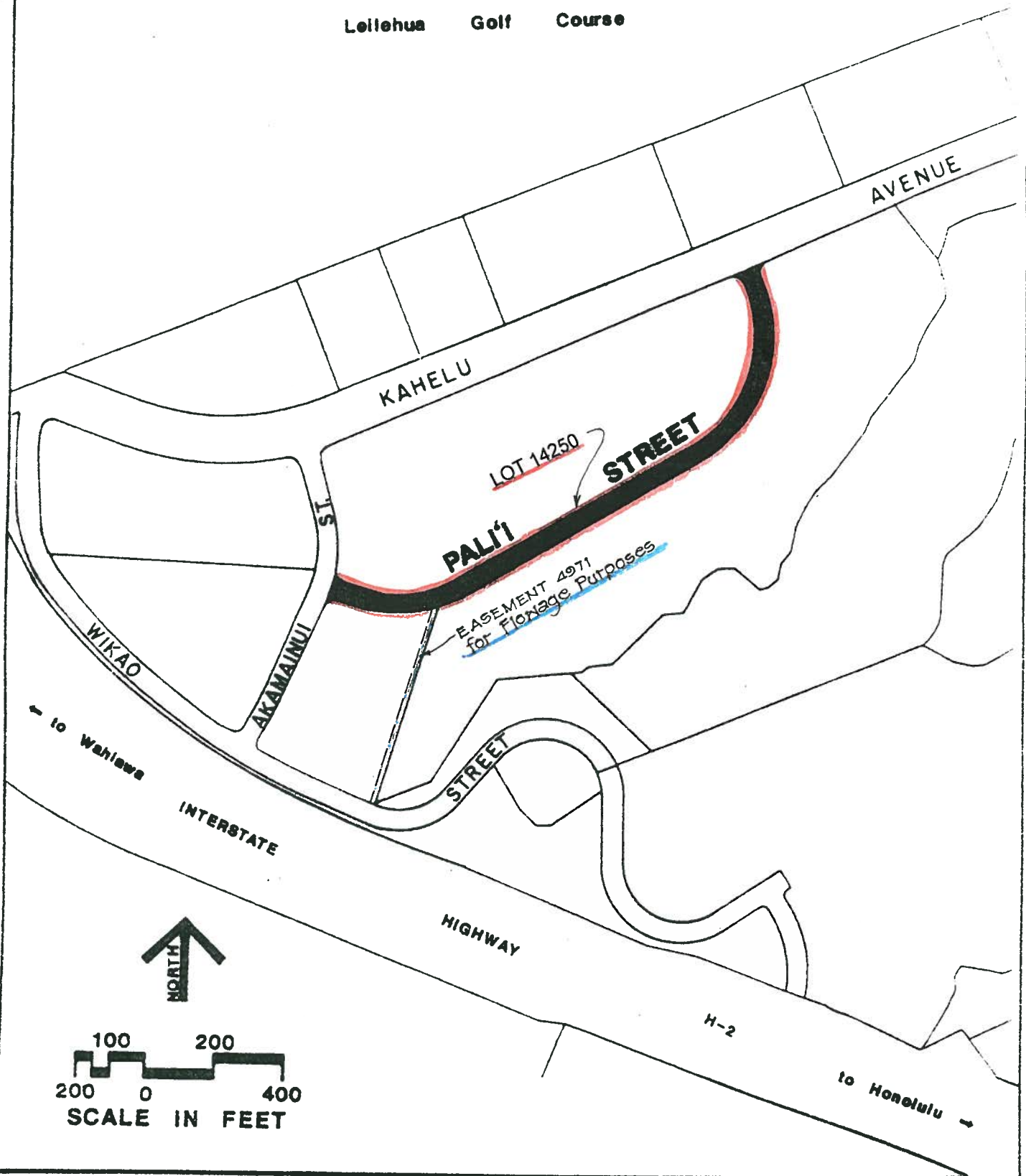
Enclosures (17)

APPROVED:



Ember Lee Shinn
Managing Director

Leliehua Golf Course



OFFICIAL STREET NAME MAP NO. 93/ SN-22

Street name for roadway within the Mililani Technology Park Phase 1-C at Waipio, Ewa, Oahu, Hawaii

PALI'I STREET: Microchips (Literally: Having the quality of being small or tiny.)

LAND COURT SYSTEM	REGULAR SYSTEM
AFTER RECORDATION, RETURN BY MAIL ()	PICK-UP ():

Tax Map Key: 9-5-46-12

DEED

This Indenture is made this 19th day of August, 1996, by CASTLE & COOKE PROPERTIES, INC., a Hawaii corporation, hereinafter called the "Grantor", in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee". Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and

D1.25 (7/96)
MTP-Ph. 1C, Lot 14250

mililani Technology Park Subd
plus lot 14250
Dhl.

assigns, the property described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, together with the rents, issues and profits thereof, the improvements thereon, and the tenements, rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.

AND the Grantor does hereby, for itself and its successors and assigns, covenant with the Grantee, and its successors and assigns, that it is lawfully seised in fee simple of the property described in Exhibit A and has good right to sell and convey the same in the manner aforesaid; that said premises are free and clear of all encumbrances except as set forth in said Exhibit A and real property taxes for the current year, which are to be prorated as of the date of delivery of this instrument; and that it will, and its successors and assigns shall warrant and defend the same unto the Grantee, and its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed these presents
the day and year first above written.

CASTLE & COOKE PROPERTIES, INC.
Commercial Division

By 
LUCIEN P. WONG
Its President

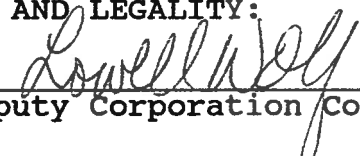
By 
SUSAN M. FUJIOKA
Its Assistant Controller

<p>A P P R O V E D</p> <p>Contents: <u></u></p> <p>Form: STANDARD</p>
--

APPROVED AS TO CONTENTS:


Division of Engineering DPW

APPROVED AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

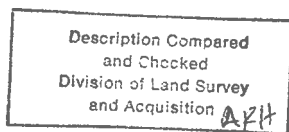
On this 19th day of August, 1996, before me appeared LUCIEN P. WONG and SUSAN M. FUJIOKA, to me personally known, who, being by me duly sworn, did say that they are the President, Commercial Division and Assistant Controller, respectively, of CASTLE & COOKE PROPERTIES, INC., a Hawaii corporation; that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and the said officers acknowledged said instrument to be the free act and deed of said corporation.

Cynthia Kadeleau
Notary Public, State of Hawaii
My commission expires: 3/22/98

EXHIBIT A

Roadway

THAT certain parcel of land situate at Waipio, Ewa, Oahu, State of Hawaii, more particularly described as Lot 14250, area 2.392 acres, as shown on Map 865 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited, and being land described in Transfer Certificate of Title No. 468678 issued to Castle & Cooke Properties, Inc.



END OF EXHIBIT A

LAND COURT SYSTEM	REGULAR SYSTEM
AFTER RECORDATION, RETURN BY MAIL ()	PICK-UP ():

GRANT OF FLOWAGE EASEMENT

THIS AGREEMENT, made and executed this 10th day of MAY, 1994, by and between NATWO I, a registered Hawaii limited partnership, hereinafter called "Grantor", CASTLE & COOKE PROPERTIES, INC., a Hawaii corporation, hereinafter called "Developer", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, City and County of Honolulu, State of Hawaii, hereinafter called "Grantee",

W I T N E S S E T H:

WHEREAS, Developer has submitted to Grantee a certain document dedicating a roadway lot, described as Lot 14250 as

shown on Map 865 of Land Court Application No. 1000 for use as a public access to and from the Mililani Technology Park subdivision at Waipio, Ewa, Oahu; and

WHEREAS, drainage waters from that certain drainline located within said Lot 14250 are discharged upon and through that certain easement which easement is more particularly described as Easement 4971, area 6,713 square feet, for flowage purposes, as shown on Map 796 affecting Lot 13049 as shown on said Map 796 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000, of John Ii Estate, Limited, and being the land described in Transfer Certificate of Title No. 377604 issued to the Grantor; and

WHEREAS, Grantee has required of the Grantor and Developer certain agreements as hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein and of the acceptance by Grantee of said document covering dedication of Lot 14250 for a public roadway, Grantor does hereby grant, bargain, sell and convey to Grantee an easement to discharge drainage waters from the said drainlines located within said Lot 14250 as shown on said Map 865 of Land Court Application No. 1000, upon said Easement 4971 as shown on said Map 796 affecting said Lot 13049 as shown on said Map 796 of said Land Court Application No. 1000, (hereinafter referred to as "Flowage Easement Lot") being the land described in Transfer Certificate of Title No. 337604.

A. Developer, in consideration of the premises, covenants and agrees with the Grantee as follows:

1. Developer will at all times assume all risk of damage to Flowage Easement Lot and improvements thereon and injury to or death of persons resulting from the discharge of

Description Compared
and Checked
Division of Land Survey
and Acquisition *AKV*

drainage waters upon said Flowage Easement Lot from the drainline within said Lot 14250.

2. Developer will keep the discharge point of drainage waters from said Lot 14250 open, free and clear of any obstruction, so as to permit uninterrupted discharge of drainage waters from said discharge point onto said Flowage Easement Lot.

3. Developer will at all times hold Grantor and Grantee harmless from any and all claims for damage to property or injury to or death of persons resulting from the discharge of drainage waters as aforesaid.

B. Grantor, in consideration of the premises, covenants and agrees with Grantee as follows:

1. Grantor will not hold Grantee responsible for the maintenance of said Flowage Easement Lot or for any damage thereto or to any improvements constructed thereon arising from or caused by Grantee's disposal of waters thereon from said Lot 14250.

2. Grantor will not require Grantee to construct any drainage systems or bear any part of the cost of construction of drainage improvements by Developer within said Flowage Easement Lot for the purpose of this agreement.

C. Grantee, in consideration of the premises, covenants and agrees with the Grantor that Grantee will not assign any right herein granted or otherwise given, except to a successor, without the written consent of Grantor.

D. IT IS MUTUALLY AGREED that the terms "Grantor", "Developer" and "Grantee" wherever used herein, shall be held to

include their respective successors and assigns or permitted assigns, and this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns or permitted assigns.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

NATWO I
By Its General Partner

NATIONAL SECURITIES AND
INVESTMENT, INC.

By  _____

Its PRESIDENT

By  _____

Its VICE-PRESIDENT

Grantor

CASTLE & COOKE PROPERTIES, INC.

H By  _____

LUCIEN P. WONG
Its Senior Vice President

By  _____

B. GARCIA
Its Controller

Developer

APPROVED AS TO FORM:



CITY AND COUNTY OF HONOLULU

By _____
KIRK CALDWELL, Mayor

Grantee

APPROVED AS TO CONTENTS:

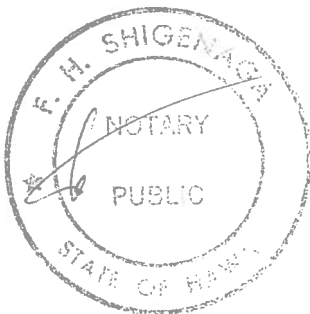
Gregory Sue
Division of Engineering, DPW


APPROVED AS TO FORM
AND LEGALITY:

NTM/My
Deputy Corporation Counsel

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 5th day of May, 1994, before me appeared FRANKLIN M. TOKIOKA and STEVEN T. KODANI, to me personally known, who, being by me duly sworn, did say that they are the PRESIDENT and VICE-PRESIDENT, respectively, of NATIONAL SECURITIES AND INVESTMENT, INC., a Hawaii corporation, general partner of NATWO I, a registered Hawaii limited partnership; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and on behalf of said limited partnership; and said officers acknowledged said instrument to be the free act and deed of said corporation and said limited partnership.





Notary Public, State of Hawaii
My commission expires: 3-14-95

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU) SS.

On this 20th day of May, 1994, before me appeared LUCIEN P. WONG and B. GARCIA, to me personally known, who, being by me duly sworn, did say that they are the Senior Vice President and Controller, respectively, of CASTLE & COOKE PROPERTIES, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

Cynthia Kadeleau
Notary Public, State of Hawaii
My commission expires: 3/22/98

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 20_____, before me appeared KIRK CALDWELL, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing pages, being a _____, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said KIRK CALDWELL acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public, First Circuit of the State of
Hawaii

Printed Name of Notary Public

My commission expires: